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9 XPOSURE PHOTO AGENCY INC.

10 XPOSURE PHOTO AGENCY INC.,
11 *Plaintiff,*
12 v.
13 CHRISTOPHER BROWN,
14 *Defendant.*

15 Case No.: 2:23-cv-10103

16 **COMPLAINT FOR COPYRIGHT
17 INFRINGEMENT**

18 *Jury Trial Demanded*

19 Plaintiff Xposure Photo Agency Inc., for its Complaint against
20 Defendant Christopher Brown, alleges as follows:

21 **JURISDICTION**

22 1. This action arises under the Copyright Act of 1976, Title 17 U.S.C.
23 § 101 et seq. This Court therefore has jurisdiction over the subject matter of
24 this action under 28 U.S.C. § 1331 (federal question) and § 1338 (copyright).

25 **PARTIES**

26 *Plaintiff*

27 2. Plaintiff Xposure is a corporation organized and existing under
28 the laws of the State of California with a principal place of business in
Beverly Hills, California.

1 3. Xposure is a global premier celebrity news and photo agency that
2 provides the world's news outlets with real-time content from top
3 photographers. Xposure also maintains a library of photographs on a diverse
4 range of subjects including celebrities, music, sports, fashion, and royalty.

5 4. Xposure licenses photographs to leading magazines, newspapers,
6 and editorial clients, throughout the world, including in the United States
7 and in California.

8 5. Xposure conducts business as a syndicator of photos and photo
9 features of popular content. The business model is predicated on licensing
10 the use of work to many different licensees, each of which pays a fee to
11 publish.

Defendant

13 6. Defendant Brown is well-known American singer, songwriter,
14 rapper, and actor.

15 7. On information and belief, Brown operates, or is otherwise
16 responsible for the content of, the social media account @chrisbrownofficial
17 on Instagram.

Personal Jurisdiction and Venue

19 8. On information and belief, Brown is a resident of Los Angeles,
20 maintaining a primary residence in Tarzana, in this judicial district.

21 9. Venue in this judicial district is proper under 28 U.S.C. § 1400(a).

BACKGROUND FACTS

23 10. Xposure owns and holds the copyright to a photographic image
24 (the “Image”), that depicts Brown out in public in blue pants and a cream-
25 colored cardigan. The Image was registered with the U.S. Copyright Office as
26 Reg. No. VA 2-239-789 (eff. Jan. 5, 2021).

27 11. Plaintiff never licensed the Image to Brown. Nevertheless, Brown
28 used the Images without authorization or permission to do so.

1 12. Specifically, Brown or someone acting on his behalf copied the
2 Images from Internet sources – on information and belief including legitimate
3 licensees of Plaintiff – and displayed the Image on his social media account
4 @chrisbrownofficial on Instagram.

Defendant's Infringement Harmed Plaintiff

6 13. The Image is creative, distinctive, and – as evidenced by Brown's
7 misappropriation of it – valuable. Because of the Image's quality, visual
8 appeal, and celebrity subject matter, Plaintiff stood to gain revenue from
9 licensing them.

10 14. But Brown's unauthorized use of the Images harmed the existing
11 and future market for the Images. Brown's social media posts made the
12 Image immediately available to his millions of followers and to the public,
13 including consumers of entertainment and fashion news—and especially
14 news and images of Brown himself—who would otherwise be interested in
15 viewing licensed versions of the Image in the magazines, newspapers, and
16 online publications that are Plaintiff's customers.

17 15. Brown's unauthorized use of the Images also harms Plaintiff's
18 business model by driving down the prices for legitimately licensed celebrity
19 images and driving away Plaintiff's actual and potential customers. Plaintiff's
20 customers—among them, media companies who compete with defendants
21 and, unlike them, pay large license fees for celebrity visual content—are less
22 likely to purchase licenses, or pay as much for a license, when the same visual
23 content will be widely distributed simultaneously on the websites of their
24 competitors.

Facts Supporting a Finding of Willfulness

26 16. As a musician, Brown operates in an industry in which copyrights
27 are prevalent and well understood. Based on that knowledge, among other
28 things, Brown was aware of the importance of copyright protection and knew

1 that he needed to have but did not have permission to use the Image, and/or
2 he acted recklessly by posting the Image without determining the right to do
3 so.

4 **CLAIM ONE**

5 **(For Copyright Infringement, 17 U.S.C. § 501)**

6 17. Plaintiff realleges and incorporates by reference the allegations
7 contained in the preceding paragraphs of this Complaint as if fully set forth
8 here.

9 18. Plaintiff is the copyright owners of the protected Image named
10 above in this Complaint.

11 19. Brown has reproduced, displayed, or otherwise copied the Image
12 without plaintiff's authorization or license.

13 20. The foregoing acts of Brown infringed upon the exclusive rights
14 granted to copyright owners under 17 U.S.C. § 106 to display, reproduce, and
15 distribute their work to the public. Such actions and conduct constitute
16 copyright infringement in violation of 17 U.S.C. §§ 501 et seq.

17 21. Plaintiff has complied in all respects with 17 U.S.C §§ 101 et seq.
18 and secured and registered the exclusive rights and privileges in and to the
19 copyrights of the above-referenced works in accordance with 17 U.S.C § 408.

20 22. Plaintiff suffered damages as a result of defendant's unauthorized
21 use of the Image.

22 23. Having timely registered its copyright in the Image, Plaintiff is
23 entitled to elect statutory damages under 17 U.S.C. § 412 and § 504(c), in an
24 amount of not less than \$750 or more than \$30,000 per infringement of each
25 work registered.

26 24. Plaintiff alleges, on information and belief, that Brown's actions
27 were intentional or in reckless disregard of Plaintiff's copyrights, and that
28 such actions support an award of enhanced statutory damages for willful

1 infringement under the Copyright Act, 17 U.S.C. § 504(c)(2), in the sum of up
2 to \$150,000 per infringed work.

3 25. In the alternative, Plaintiff is entitled to recovery of its actual
4 damages and Brown's profits attributable to the infringement of the Images,
5 under 17 U.S.C. § 504(b).

6 26. Within the time permitted by law, Plaintiff will make its election
7 between actual damages and profit disgorgement, or statutory damages.

8 27. Plaintiff are also entitled to a discretionary award of attorney fees
9 under 17 U.S.C. § 412 and § 505.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff requests the following:

12 A. For a preliminary and permanent injunction against Defendant
13 and anyone working in concert with them from further copying or displaying
14 the Images;

15 B. For an order requiring Defendant to account for their profits and
16 any damages sustained by Plaintiff arising from the acts of infringement;

17 C. As permitted under 17 U.S.C. § 503, for impoundment of all
18 copies of the Image used in violation of Plaintiff's copyrights—including
19 digital copies or any other means by which they could be used again by
20 Defendant without Plaintiff's authorization—as well as all related records
21 and documents;

22 D. For actual damages and all profits derived from the unauthorized
23 use of the Image or, where applicable and at Plaintiff's election, statutory
24 damages;

25 E. For an award of pre-judgment interest as allowed by law;

26 F. For reasonable attorney fees;

27 G. For court costs, expert witness fees, and all other costs authorized
28 under law;

H. For such other and further relief as the Court deems just and proper.

JURY TRIAL DEMAND

Plaintiff demands a trial by jury of all issues permitted by law.

Dated: November 30, 2023 Respectfully submitted,

PERKOWSKI LEGAL, PC

By: /s/ Peter Perkowski

Peter E. Perkowski

Attorneys for Plaintiffs
XPOSURE PHOTO AGENCY INC.